

Filing Fee: See Instructions

ID Number: 148089



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

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SECRETARY OF STATE
CORPORATIONS DIV
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ARTICLES OF MERGER OR CONSOLIDATION INTO

CrossCurrent Marine South, LLC

(Insert full name of surviving or new entity on this line.)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of ☒ Merger or ☐ Consolidation (**check one box only**) for the purpose of merging or consolidating them into one entity.

- a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

Name of entity	Type of entity	State under which entity is organized
CrossCurrent Marine, LLC	limited liability company	Rhode Island
CrossCurrent Marine South, LLC <i>PA</i>	limited liability company	Florida

- b. The laws of the state under which each entity is organized permit such merger or consolidation.
- c. The full name of the surviving or new entity is CrossCurrent Marine South, LLC
which is to be governed by the laws of the state of Florida
- d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (**Attach Plan of Merger or Consolidation**)
- e. If the surviving entity's name has been amended via the merger, please state the new name:

- f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:
c/o Cross Street Corporate Services, LLC, 200 South Orange Avenue, Sarasota, FL 34236

- g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing _____

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

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b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is _____

ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) _____

c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

.....
SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

.....
SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

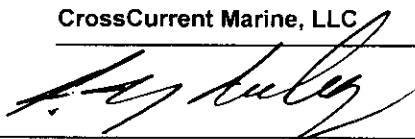
a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

.....
SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

CrossCurrent Marine, LLC



Print Entity Name

Sole Member

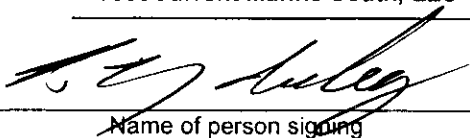
By: _____
Name of person signing

Title of person signing

By: _____
Name of person signing

Title of person signing

CrossCurrent Marine South, LLC



Print Entity Name

Sole Member

By: _____
Name of person signing

Title of person signing

By: _____
Name of person signing

Title of person signing

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), dated as of November 30, 2010 is by and between CrossCurrent Marine, LLC, a Rhode Island limited liability company ("CCM-RI"), and CrossCurrent Marine South, LLC, a Florida limited liability company ("CCM-South").

WITNESSETH:

WHEREAS, CCM-RI is a limited liability company duly organized and existing under the laws of the State of Rhode Island;

WHEREAS, CCM-South is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, both CCM-RI and CCM-South are owned by the same individual who desires to merge CCM-RI with and into CCM-South;

WHEREAS, the Sole Member of CCM-RI and CCM-South has determined that it is advisable and in the best interests of each of such companies that CCM-RI merge with and into CCM-South in accordance with the statutory laws of the State of Florida and the State of Rhode Island, thereby continuing the business with the intention being that the transaction qualify as a tax-free exchange under applicable provisions of the Internal Revenue Code 1986, as amended (the "Code"), upon the terms and subject to the conditions of this Merger Agreement; and

WHEREAS, the Sole Member of CCM-RI by written consent dated November 30, 2010 duly approved this Merger Agreement and the Sole Member of CCM-South by written consent dated November 30, 2010 duly approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, CCM-RI and CCM-South hereby agree as follows:

1. Merger. CCM-RI will be merged with and into CCM-South (the "Merger"), and CCM-South shall be the surviving company (hereinafter sometimes referred to as the "Surviving Company"). The merger shall become effective upon the time and date of filing of such documents as may be required under applicable law or such later date as provided in such documents ("Effective Time"). The merger is intended to qualify as a tax-free exchange under applicable provisions of the Code.

2. Governing Documents. The Articles of Organization and Operating Agreement of CCM-South as in effect immediately prior to the Effective Time shall be the Articles of Organization and Operating Agreement of the Surviving Company, as the same may thereafter be amended from time to time in accordance with the Company's governing documents and applicable laws.

3. Succession. At the Effective Time:

(a) The separate legal existence of CCM-RI shall cease, and the existence of the Surviving Company shall remain unimpaired and it shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of CCM-RI;

(b) All and singular rights, privileges, powers and franchises of CCM-RI and all property, real, personal and mixed, and all debts due to CCM-RI on whatever account, and all other things in action or belonging to CCM-RI shall be vested in the Surviving Company;

(c) All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of CCM-RI, and the title to any real estate vested by deed or otherwise, under the laws of the State of Rhode Island or the State of Florida, or of any of the other states of the United States of America, in CCM-RI shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of CCM-RI shall be preserved unimpaired;

(d) All debts, liabilities and duties of CCM-RI shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it;

(e) All limited liability company acts, plans, policies, agreements, arrangements, approvals and authorizations of CCM-RI, its Members, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to CCM-RI;

(f) The Surviving Company shall be subject to suit, and the Surviving Company hereby agrees that it may be sued, in the State of Rhode Island for as long as any liability remains outstanding in the State of Rhode Island for any prior obligation of CCM-RI; and

(g) The Surviving Company hereby irrevocably appoints the Secretary of State of the State of Rhode Island as its agent to accept service of process in any action for the enforcement of any obligation specified in Section 3(f) of this Merger Agreement, including taxes.

4. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of CCM-RI such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of

CCM-RI and otherwise to carry out the purposes of this Merger Agreement, and the Members of the Surviving Company are fully authorized in the name and on behalf of CCM-RI to take any and all such action and to execute and deliver any and all deeds and other instruments.

5. Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

The Sole Member's interest in CCM-RI as of the Effective Time shall be converted into or exchanged for an ownership interest in the Surviving Company equal to the interest so surrendered.

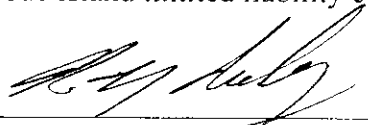
6. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

7. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Members of either of CCM-RI or CCM-South, if circumstances arise which, in the opinion of the Members of CCM-RI or CCM-South make the Merger inadvisable.

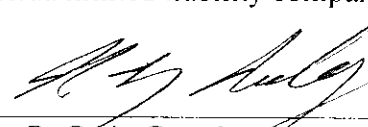
{Signatures follow on next page}

IN WITNESS WHEREOF, CCM-RI or CCM-South have caused this Merger Agreement to be signed by their respective duly authorized Members as of the date first above written.

CrossCurrent Marine, LLC,
A Rhode Island limited liability company

By: 
Name: R. Craig Crossley
Title: Sole Member

CrossCurrent Marine South, LLC,
A Florida limited liability company

By: 
Name: R. Craig Crossley
Title: Sole Member

14 8089



STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION
ONE CAPITOL HILL
PROVIDENCE, RI 02908

MICHELLE CADORETTE, PARALEGAL
DUFFY & SWEENEY, LTD.
ONE FINANCIAL PLAZA, SUITE 1800
PROVIDENCE, RI 02903

LETTER OF GOOD STANDING

It appears from our records that **CROSSCURRENT MARINE LLC** has filed all the required returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of **01/10/2012** regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the above named corporation for the purpose of:

MERGER OF CORPORATIONS RI NON-SURVIVOR

Very truly yours,

David M. Sullivan
Tax Administrator

Steven A. Cobb
Chief Revenue Agent
Office Audit and Discovery

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